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(SPACE BELOW PROVIDED FOR FILING STAMP ONLY)

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Attorneys for Plaintiff
FINANCIAL INDEMNITY COMPANY

UNITED STATES DISTRICT

FOR THE NORTHERN DISTRICT OF CALIFORNIA-SAN JOSE BRANCH

FINANCIAL INDEMNITY
COMPANY,

Plaintiff,

vs.

BAHRAM SAGHARI, an individual,
TABAN KARIMIAN, an individual,
JUAN ANTONIO RODRIGUEZ-
GALLEGOS, an individual, JOE P.
BETTENCOURT, an individual,
STRAIGHT LINE GENERAL
CONSTRUCTION, INC., a California
corporation, and TOWN OF LOS
GATOS, a California Government entity.

Defendants.

Case No.: CV12-05844 CW (ADR)
Assigned to Honorable Claudia Wilken

STIPULATION TO BE BOUND BY
ANY FINAL RESOLUTION
RENDERED BY THE COURT IN
THIS MATTER

IT IS HEREBY STIPULATED BETWEEN THE PLAINTIFF AND
DEFENDANT TOWN OF LOS GATOS AS FOLLOWS:

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1. That the Defendant TOWN OF LOS GATOS was properly served in this matter and has reviewed the Complaint.
2. That the Defendant TOWN OF LOS GATOS desires to avoid the fees and costs of participating in the matter.
3. That the instant matter involves a determination of insurance coverage on a policy issued by the Plaintiff to Defendants JOE P. BETTENCOURT, an individual, and STRAIGHT LINE GENERAL CONSTRUCTION, INC., a California corporation, and that Defendant TOWN OF LOS GATOS is not a named or additional insured tmder said insurance policy.
4. That the Defendant TOWN OF LOS GATOS agrees to be bound by any detemlnation made by the Court that resolves this matter as between the other party Defendants and the Plaintiff.
5. That Plaintiff agrees not to pursue any default as against Defendant TOWN OF LOS GATOS and upon approval of this Stipulation by the Court to dismiss without prejudice Defendant TOWN OF LOS GATOS from this matter.
6. That Defendant TOWN OF LOS GATOS in exchange for the ability to not appear and fomlally defend its position in this action to, and does hereby, waive any and all post judgment rights that it might otherwise have in the event that the Plaintiff is not the prevailing party at the conclusion of this case.
7. That should this Stipulation not be accepted and signed by the Court that the Defendant TOWN OF LOS GATOS will enter a general appearance.
8. That for all purposes this Stipulation shall be interpreted as if mutually drafted and may be signed by Counsel in separate Counter-parts.

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01/04/2013 13:47 LAH OFFICES OF ZINDER & KOCH

(FAX)81B 760 0103

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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3 DATED: January 4, 2013

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ZINDER & KOCH, ESQ.

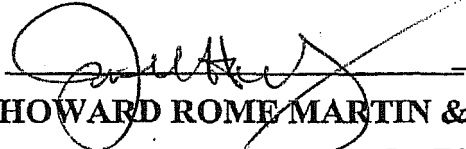
7 Attorneys for Plaintiff FINANCIAL INDEMNITY COMPANY

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9 DATED: January 10, 2013

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12 
HOWARD ROME MARTIN & RIDLEY

13 , Jr., ESQ. Attorneys

14 for Defendant TOWN OF LOS GATOS

15

16 PURSUANT TO STIPULATION, IT IS SO ORDERED.

17 DATED: 2/6/2013

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HONORABLE Claudia Wilken

21 United States District Judge

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PROOF OF SERVICE BY MAIL

(Pursuant to C.C.P. Section 1013a)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a paey to the within action; my business address is 700 North Brand Blvd., Ste. 400, Glendale, CA 91203-4276.

On January /f/, 2013, I served the foregoing document described as **STIPULATION TO BE BOUND BY ANY FINAL RESOLUTION RENDERED BY THE COURT IN THIS MATTER** on all interested parties in this action

X By placing ☐ the original ☒ a true copy thereof enclosed in sealed envelopes
aaaTessecf as foliows:

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Attorney for Defendant,
Joe P. Bettencourt and
Straight Line General Construction, Inc.

X ByMail

X As follows: I am "readily familiar" with the firm's practice of collection and processmg correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served.; service is presumed invalid if postal cancellation date or postage meter date ls more than one day after the date of deposit for mailing affidavit.

Executed on January /Y, 2013, at Glendale, California.

¶ X. I (S.tate) I declare. under the penalty of perjury under the laws of the State of Cahforma that the above ls true and correct.

[] (Federal) I declare that I am employed in the office of a menlber of the bar of this court at whose direction the service was made.

MARIA E. FLORES
Type or Print Name

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> fgnature